

MEMBERSHIP AGREEMENT
NIST BIOMETRIC INTEROPERABILITY, PERFORMANCE, AND ASSURANCE
WORKING GROUP OPERATING AS A BIOMETRIC CONSORTIUM WORKING
GROUP
(Revised 9.19.00)

This membership Agreement will be effective when signed by the Member. The Member agrees as follows:

Article 1. Definitions

- 1.1** The term “Working Group” (BC WG) means NIST’s Biometric Interoperability, Performance, And Assurance Working Group Operating as a Biometric Consortium Working Group.
- 1.2** The term “BC WG meetings” refers to plenary meetings of all Members of the BC WG.
- 1.3** The term “WG Task Force meetings” refers to meetings of all members of a BC WG Task Force.
- 1.4** The term “WG Ad-Hoc Group meetings” refers to meetings of all members of a particular BC WG Ad-Hoc Group.
- 1.5** The term “BC” refers to the Biometric Consortium

Article 2. Working Group

2.1 General To broaden the utilization and acceptance of biometric technologies and to facilitate and encourage, under the Biometric Consortium, further exchange of information and collaborative efforts between users and private industry in all things biometric, NIST, and the Biometric Consortium have established a BC WG. The purposes of this BC WG is to support advancement of technical efficient and compatible biometrics technology solutions on a national and international basis by addressing required issues and efforts other than current and on-going developments already undertaken by other national or international organizations (e.g., formal standards bodies, industrial consortium developments, and on-going testing efforts). The goals of this BC WG are:

- a-1.** To provide users with further opportunities under the Biometric Consortium to interact with private industry on issues related with the development of the required performance metrics and standards that would reflect their needs.
- a-2.** To develop guidelines and tests to accomplish effective-enhancing and technically compatible technologies on a non-discriminatory, voluntary, multi-vendors basis.
- a-3.** To develop functional specifications, measurements, test sequences, demonstrations, corresponding publications and other activities as required.
- a-4.** To address, as required, additional performance metrics and technical specifications related to biometrics technologies or biometrics technologies integrated with other authentication technologies such as smart cards and PKI.
- a-5.** In the absence of required formal standards, to develop submissions to appropriate industry forums and standards bodies that facilitate the evolution of standards.

a-6. Task Forces or Ad-Hoc Groups to address specific issues will be formed by the Co-Chairs as required.

a-7. To organize and promote informational activities as required.

2.2 Membership Eligibility Membership is open to corporations, organizations, cooperatives, state and local governments, academic institutions, federal agencies and their authorized contractors, and other users of biometric technologies, including self employed or self financed individuals. Organizations that sign this document are considered Members of the BC WG.

2.3 BC WG Co-Chairs The BC WG Co-Chairs will be the Biometric Consortium Co-Chairs, Fernando L. Podio and Jeffrey S. Dunn. They will have the responsibility for the operation of the BC WG. They are also permitted to designate other members to take specific responsibilities such as Chair of a BC WG Task Force, Ad-Hoc Groups or project leaders of projects undertaken by the BC WG. The Co-Chairs will harmonize the view of the BC WG members and will follow recommendations of its members as long as they are consistent with overall objectives of the BC WG, NIST, or the BC objectives and government regulations. The BC WG Co-Chairs shall be responsible for scheduling and announcing all BC WG meetings and Task Force/Ad-Hoc meetings. In some instances, the Co-Chairs may delegate the responsibility of announcing Task Force or Ad-Hoc meetings to the Task Force Chairs, project, or team leaders.

2.4 BC WG Task Forces BC WG Task Forces will be formed as required. Initially a Government-Only Task Force is being formed. Any government organization, and, to the extent authorized by the government organization and the Government-Only Task Force, any authorized contractor working for a government organization, may participate and vote in this Task Force. Other than the government-Only Task Force, any organization may participate and vote in the various Task Forces and Ad-Hoc teams and other BC WG activities. However, all final decisions of the BC WG (before they are published) on implementation agreements, best practices, guidelines, testing methodologies and other activities or reports derived from the activities listed above shall be made based on the voting rules as described in 2.5.

2.5 Principles of Operation, and Voting Rules Each member shall designate a Member employee or others acting on its behalf (e.g., contractor) as a Principal member (P) and Alternate members (A). Each Member shall be allowed one vote cast by the P member or an A member. One vote will be allocated for each military department or government agency or its authorized contractor, state or local government, each separate corporation with a controlling body such as a Board of Directors that does not report to another controlling body, or separate educational institution with controlling body such as a Board of Regent.

A BC WG meeting shall be announced to all Members by the BC WG Co-Chairs at least 30 days in advance to the meeting. Task Force and Ad-Hoc Group meetings shall be announced to all Task Force or Ad-Hoc Group members by the BC WG Co-Chairs or their delegates (Task Force or Ad-Hoc Group Chairs) at least 30 days in advance to the meeting.

Quorum in one of the BC WG meetings shall consist of the simple majority of "P" or "A" members present at the meeting or participating via teleconference or other contemporaneous electronic means. A simple majority shall be required to take actions other than issuing a final BC WG project publications such as a final specification, a test guideline, a testing methodology or a protection profile.

Votes to publish the results of a completed development such as a specification, a test guideline, a testing methodology or a protection profile will require approval of at least a simple majority of the BC WG membership and at least two-thirds of those that returned the vote, excluding abstentions. A

formal ballot (letter or electronic ballot) is required and shall constitute a 30-day ballot in the case of a letter ballot. Comments attached to Yes votes with comments or No votes from a BC WG vote must be addressed by the BC WG in writing to the voting member.

Task Forces and Ad-Hoc Groups are not decision making bodies and have no final approval responsibilities. Their work is reported to the BC WG. Similar voting rules as described above are suggested for Task Forces and Ad-Hoc Groups but they are not mandatory. Similar procedure for resolution of votes is recommended (as described above for the BC WG) for Task Force or Ad-Hoc votes.

With the exception of the first meeting, a new Member of the BC WG must participate in one meeting (through presence, teleconference or other contemporaneous electronic form) to be eligible to vote at subsequent meetings or ballots. Request for exceptions to this rule shall be sent to the Co-Chairs.

The BC WG Co-Chairs shall have the right to periodically announce invitations to become a member of the BC WG to the public.

2.6 Additional Agreements If members identify areas where appropriate research is required, including research prototype activities among its members, NIST may consider entering into separate agreements, including Cooperative Research and Development Agreements (CRADAs), between those members and NIST to conduct more formal research.

Article 3. Work Performed by the BC WG Work performed by the BC WG shall be in accordance with the above description. Any modification to this initial task description shall be at the discretion of the BC WG Co-Chairs.

Article 4. Financial Obligations No party will obligate funds under this Agreement. Each party is responsible for its own expenses.

Article 5. Intellectual Property

5.1 Intellectual Property Created Outside of This Agreement Patents, copyrights, or other intellectual property owned or created by any member outside of this agreement shall remain the property of that Member, and that ownership or other rights shall not be affected in any way by the Member's participation in this agreement. Member agrees, however, to be bound by the American National Standards Institute (ANSI) Patent Policy with regards to any submission made by member, which submission includes the use of an item patented by member.

5.2 No Proprietary Information Members shall not contribute data or materials or discuss any information during any of the activities described above, which the Member organization maintains as sensitive, confidential, or proprietary. All information that is presented whether in advance (e.g., through regular mail, emails, teleconferences or as part of any BC WG activities including Task Force and Ad-Hoc activities) or at meetings or Workshops organized by the BC WG, whether visually, orally, in writing or presented by electronic form or other means, shall be in the public domain and shall be freely available to any interested party.

5.3 Copyrighted Information Any Member who presents information which is copyrighted by the Member to the BC WG during any of the activities described above, whether presented visually, orally, in writing or by electronic form or other means, which information is related to any BC WG activity as described above,

hereby grants all BC WG Members a nonexclusive, royalty free right to reproduce, have reproduced, prepare or have prepared in derivative form, distribute or have distributed, or use such copyrighted information.

5.4 Subject Data Any data produced by any Member or Members during any of the BC WG activities as described above shall be placed in the public domain and shall not be copyrighted. Any party shall have the right to use such data for any purpose.

5.5 Publications NIST or the BC may publish the results of the work associated with this BC WG. Employees of Members may be cited as co-authors when appropriate. In no event, however, shall the name of any member or any of its trademarks be used in any publications without its prior written consent. NIST or the BC shall publish at the discretion of the Co-Chairs, all implementation agreements, profiles, testing guidelines and other reports derived from the work described above.

Article 6. Termination

6.1 Termination NIST shall have the right to terminate the BC WG activities upon 30 day's notice in writing to the other parties. Each party shall have the right to terminate their participation in this agreement upon 30 day's notice in writing to the Co-Chairs.

6.2 Obligations of Parties Except for those obligations which expressly survive the termination of this Agreement pursuant to its terms the terminating party shall be relieved of all further obligations to the BC WG, NIST, and all other Members, upon the effective date of termination.

6.3 Termination by Inactivity A member that fails to actively participate or respond to two consecutive BC WG ballots shall automatically cease to be a party to this agreement. Valid votes are "Yes", "Yes" with comments attached, and "No" with comments attached. Attendance at every BC WG meetings is not required to maintain membership.

Article 7. Disputes Any dispute arising from this Agreement shall be resolved in an amicable manner. If no satisfactory resolution may be reached, upon written notice to the Co-Chairs, those parties involved in the dispute may immediately terminate their participation in this agreement.

Article 8 Miscellaneous

8.1 Amendments If a Member request a modification in this Agreement, the other members shall, upon reasonable notice of the proposed modification by the party desiring the change, confer in good faith to determine the desirability of such modification. Such modification shall not be effective until the BC WG Co-Chairs and two-thirds of the Members, as of the date of the proposed amendment, have executed such amendment.

8.2 Assignment Neither this Agreement nor any rights or obligations of any party hereunder shall be assigned or otherwise transferred without the prior written consent of the other parties except that a Member may assign this Agreement to the successors or assignees of the substantial portion of a Member's business interests to which this Agreement directly pertains.

8.3 Independent entities The relationship of the parties of this Agreement is that of independent entities and not as agents of each other or as a joint venturers or partners. NIST and the BC shall maintain sole and exclusive control over their personnel and operations.

8.4 Use of Name or Endorsements (a) Members shall not use the name of NIST or the department of Commerce or the BC on any product or service which is directly or indirectly related to either this

Agreement or any patent license or assignment agreement which implements this Agreement without the prior approval of NIST and the BC. (b) By entering into this Agreement NIST and the BC do not directly or indirectly endorse any product or service provided, or to be provided, by the Members, their successors, assignees, or licenses. Members shall not in any way imply that this Agreement is an endorsement of any such product or service.

Article 9. Duration of Agreement and Effective Date

9.1 Duration of Agreement It is mutually recognized that the BC WG work cannot be rigidly defined in advance, and that the contemplated time periods for completion for each phase are good faith guidelines subject to adjustment by mutual agreement, to fit circumstances as the BC WG work proceeds. The provisions of Article 5 shall survive the termination of this Agreement.

9.2 Effective Date This Agreement shall enter into force as of the date of the signature of the Member.

9.3 Participation of Contractors No contractor may participate on behalf of an organization or a Government Agency until the contractor has provided the BC WG Co-Chairs satisfactory written authorization from the organization or Government Agency approving such participation.

The Members have appointed the following BC WG representatives (include all). Members can change P or A members. Notification to the BC WG Co-Chairs shall be required.

Name:
Title:
Organization:
Address:
Phone number:
Fax number:
e-mail address:
P or A member:

IN WITNESS of its agreement to the terms and conditions of this Membership Agreement, the Member has executed this Agreement below:

By: _____

Name: _____

Organization: _____

Title: _____

Date: _____

e-Mail: _____

Phone: _____